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C O P Y

Bulletin D'Information du

DEUXIEME FESTIVAL MONDIAL DU FILM ET DES BEAUX-ARTS DE BLEGIQUE

LE PALMARES DU FESTIVAL DU FILM EXPERIMENTAL ET POETIQUE

Le Jury du Film Expérimental et Poétique a attribué les prix suivants au nom do la Cinémathèque de Belgique et de la Fédération des Ciné-Clubs de Belgique:

Grand Prix du Film Expérimental:
"Motion Painting number 1" d'Oscar Fishinger (USA 1948)

Grand Prix du Film Poétique:
"Aubervilliers" d'Eli Lotar (France 1947)

Prix pour la meilleure utilisation du son:
"Five Abstract Film Exercices" de James et John Whitney (USA 1943-44)

Prix pour la meilleure utilisation de la couleur:
"Studi Sul Colore" de Luigi Veronesi (Italie 1940-42)

Prix pour qualités exceptionnelles:
"Hen Hop" (Canada 1943) et
"Fiddle Dee Dee" de Norman MacLaren (Canada 1947)

Le Jury ayant eu a examiner un très grand nombre de films réalisés après 1940, soit plus d'une centaine, provenant de douze pays a décidé d'octroyer en plus de ses prix une mention spéciale aux oeuvres suivantes:

"Light Reflections" de James Davis (USA)
"Bijou" et "1941" de Francis Lee (USA)
"Mother's Day" de James Broughton (USA)
"Fireworks" de Kenneth Anger (USA)

Il tient en outre à préciser que "Le Monde de Paul Delvaux" a été retiré de la compétition en raison de la présence dans le Jury de Monsieur André Souris, auteur de la partition musicale de ce film.

Frank
you will be interested,
Dkmore.

Poste Restante
Juan-les-Pins
(Alpes Maritimes)
France

Dick Freeman

Director
Museum of Modern Art
San Francisco
California

Dear Sir:

I am enclosing a publicity release on a film, now in production, which I believe will be of interest to you.

We shall be pleased to furnish you with additional information upon request, and should be glad to send notices of the film to any other organization you might suggest. Inquiries should be made to:

La Societe des Films du Griffon
132 Frg. St. Denis
Paris, France

Anticipating your interest and hoping to have an answer from you soon, I am

Very truly yours,

Yvette Futterman

Yvette Futterman

PICASSO -- HIS WORLD AND OURS

"Picasso -- Son Monde et Notre Monde" is the title of a film on which production is about to start at Juan-les-Pins, France, location of the summer home of the world's foremost modern painter. This motion picture, sponsored by La Societe des Films du Griffon, Paris, will for the first time bring to the world and intimate picture of Picasso, living and working. It is to be the first of a series entitled "Art et Science par le Cinema."

The Picasso film will be made both in technicolor and in black and white, and in 35 mm. and 16 mm. versions by the producer Andre Michel, who is already well known for his great films "La Bataille du Rail" and "La Rose et Le Reseda." The scenario of the Picasso film has been written by the Abbe Morel, a famous art connaisseur, who has known Picasso personally for many years and has devoted himself to the study of the painter and his work. Frederique Duran, a sculptress and painter, who has organized the production, is about to leave for the Cote d'Azur with a corps of technicians to begin work on the film.

The release of this motion picture will be an event of great significance because it represents the use for the first time of our newest art medium, the motion picture, to bring to the public the work -- the ideas as well as the painting -- of the foremost modern artist. Not only will audiences now have the opportunity to see the painter and his work but they will also be afforded an illustrated description of his conceptions, style and purposes. The appearance of such a film has many implications for the spread of knowledge and enjoyment of art. Modern art is a field of en-

deavor known to very few people and understood by a still smaller group.

In the 16 mm. version, the film will be especially suitable for showings at art schools, universities and museums, and orders are now being accepted. Further information concerning distribution and availability of the film in both the 16 mm. and 35 mm versions may be had by writing to La Societe des Films du Griffon,

132 Frg. St. Denis

Paris, France

BRAQUE ** THE GREAT MODERN FRENCH PAINTER

The second in the film series "Art et Science par le Cinema" will be a study of Braque at work. The production will again be sponsored by La Societe des Films du Griffon with Andre Michel as producer. Stanislas Fumet, a long-standing friend of the painter has written the scenario, and Frederique Duran, who has also organized this production, is in charge of the filming.

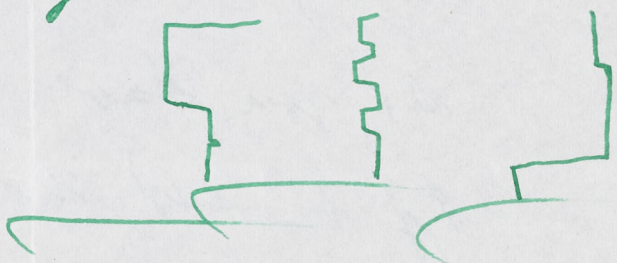
Information or orders for this film may also be had by writing to la Societe des Films du Griffon.

Dear Frank,

I want you to know I enjoyed seeing your films. Your freedom in handling the camera stimulates me to pay closer attention to that aspect in making abstract film. I was also thrilled with the colorful mesh lighting in 'Form Evolution.'

Do you have Martin Metal's address? If he did not see my 'Color Fragments,' we might arrange a temporary exchange.

I feel now I know you better after seeing your refreshingly lively films. I like your montage + rhythm. I used to visit people in Sausalito + once a poet + myself roamed the hills there at night, he reciting verse... + where we catch the boat I sketched contrasts between the streamlined cars + the outmoded angular houses.



Your film brought back pleasant memories, besides giving me pleasures of composition in itself.

your film 'Jiggy' could go on & on as far as I am concerned. I think the best shots in Weegee's New York are the enchanting carnival night scenes with overlapping neon signs & people walking above, below, & in the middle — & believe it or not, he cut it out of his latest version.

Last week I went to see Oliver Andrews' sculpture & drawings at the Santa Barbara Museum — Judy is an old friend — also one of yours & Barbara subscribers when he attended this show is a terrific 1 in my opinion.

Back with my camera this last day — Well Frank keep up the good work, & thanks.

cordially

Elwood Decker

— p.s. almost forgot — I made a speech to introduce "the 1st annual International Film Festival" at the Coronet (substituting for you) my parting volley:

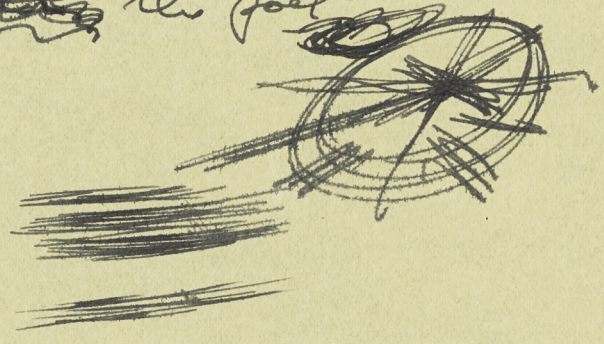
these original films initiate us into an infinite vista beyond .... that we can catch a glimpse of, while viewing them, if we use our own conscious powers. .... a wondrous moving vista of creative potentiality that comes alive in us when we fully arouse our interest in principles, to match our inherited passionate interest in things.

Hans Richter

Elie Faure (1873-1937), the great French art historian and aesthetic philosopher, friend of Zola, Anatole France and Diego Rivera, [illegible] considerably [illegible] whose wide and liberal interests

John and James Whitney live in Hollywood, and, as can be seen by this essay, are developing a revolutionary approach to film as a medium of personal expression.

George Kuchar, the poet



'DESIGN'
JAN. 1947

ART IN *Cinema*

A series af avant-garde films in modern art forms—surrealistic, non-objective, abstract, fantastic—was recently shown at the San Francisco Museum of Art in a ten week showing. The marked success and enthusiasm which this series enjoyed in that city makes it worthy of the attention of other art education institutons throughout the country.

Art in Cinema, a catalog of the series, has been published by the San Francisco Museum of Art's Art in Cinema Society, in connection with this project. It is priced at $2.00. It contains numerous halftone plates and offers a symposium on avant-garde films, together with program notes and references. The introduction is by Henry Miller; forward by Dr. Grace L. McCann Morley; edited by Frank Stauffacher; with the cover designed by Bazalel Schatz.

● Dr. Morley says in the Foreword:—

"The motion picture has now a 50 year history. It has reached full growth as entertainment. In technique . . . the cinema has reached maturity. But it has only rarely achieved the truly creative art form which it seemed to promise from the beginning to the artists stirred by its possibilities.

The series described and discussed in this catalog reviews the high points of the motion picture as an art form. It starts from the crude beginnings in which the very struggle with the medium intensified the creative aspects of the product—and includes a selected sampling of recent experiments of various kinds in the use of the camera as an instrument for an art expression.

The San Francisco Museum of Art believes the series ART IN CINEMA and this publication accompanying it are a useful contribution to the study of the motion picture in its creative aspects and possibilities. The Museum and its co-sponsors, Douglas MacAgy of the California School of Fine Arts and George Leite, editor and publisher of Circle Magazine, are encouraged by the support from the group formed into the Art in Cinema Society, without whom no such venture could have been possible."

The following are excerpts from Explanatory Notes by Frank Stauffacher:—

"There seems to be a post-war revival of interest in the **Experimental Film.** In Paris, Jean Cocteau has finished his surrealist fairy-tale LA BELLE ET LA BETE. In New York, Hans Richter is putting the finishing touches on DREAMS THAT MONEY CAN BUY, with scenarios by Fernand Leger, Marcel Duchamp, Man Ray, Max Ernst and Alexander Calder. In San Francisco, Sydney Peterson and James Broughton have completed their psychological fantasy, THE POTTED PSALM. The films of Maya Deren, made with a simple camera, and at a cost less than that of a weekend in Berumda are evoking the praise of critics and of public wherever they are shown . . . with the perfection and availability of inexpensive equipment, more and more independent artists and intelligent amateurs are exploring the infinite resources of the film as a medium of personal expression, trying to catch flashing across the screen that ephemeral moment when light and shadow fuse with movement to release an emotion that could arise from no other art. Yet historically, the experimental film suffers from a kind of neurosis: it has never been a money-maker; it has never really had anything to do with money—except the rather important matter of its production cost. The history of the motion picture is written almost entirely in terms of financial investment because the perfection of the machine has been costly. So the experimental film has a double-neurosis, because it exists on the back of the commercial film, and if there had not been the commercial film there could not have been the avantgarde. Thus we find it occupying a meagre place in all historical works of film. But perhaus we have reached a point in Cinema's development where equipment and technique being perfected to a degree, we will find more attention spent upon the inherent capacities of the film as art. Perhaps it is time to re-examine those small brave attempts at artistic experimentation in the past that have so often been called pastiche and frivolous, and accused of being outside the main development of cinema. Perhaps we may find yet, in years to come, that these experiments were more in the main development than we thought. It is with this in mind that we have attempted to catalog and bring together, for public showing, these restless hybrid aspects of film history. We have, by no means as yet exhausted the field, but, the very difficulty of seeking the source, and here and there uncovering some fine unknown fragment, will be justified, if a reasonably large body of interested people can examine these films for themselves. Since an interest in non-commercial venture needs a non-commercial center for its expression, the logical center in San Francisco was the San Francisco Museum of Art."

The following is a list of the artists whose work was shown at the San Francisco Museum of Art, in Series No. 1. They are listed chronologically in the catalog, together with the many others who were responsible for the work of the Avantgarde.

1921: Viking Eggeling—painter, born Sweden 1880, died 1925.
Hans Richter—painter, writer, born Germany 1888, lives in New York.

1922: Walter Ruttmann—painter, born Germany 1890, died 1941, Berlin.

1923: Rene Clair, born ca. 1890 Paris, lives in Hollywood.

1923-24: Fernard Leger, painter, born France 1881, lives in New York.

1926: Alberto Cavalcanti—architect, painter, born Brazil 1897, lives in London.
Man Ray—painter, born Philadelphia 1890, lives in Hollywood.
Jean Epstein—painter, born France, lives in Paris.

1927: Marcel Duchamp—painter, born 1887, France, lives in South of France.

1928: Germaine Dulac—painter, born 1890, France, died 1942, France.

1929: Ralph Steiner—painter, born Cleveland 1899, lives in Hollywood.
Luis Bunuel—writer, born 1900 Spain, lives in Hollywood.

1930: Jean Cocteau, poet, writer, born France ca. 1895, lives in Paris.
Oskar Fischinger—started as poet, now artist, born Germany 1900, lives in Hollywood.

1931: Avantgarde Expires as Independent Movement.

1936: Mary Ellen Butte, painter, born 1909, Houston, Texas.

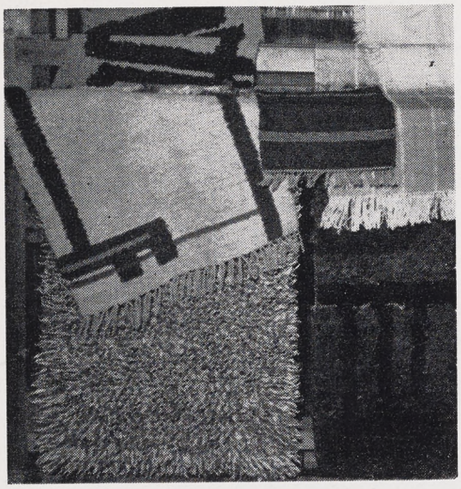
1938: Douglass Crockwell, painter, born United States.

1946: Maya Deren—poet, New York.
Sidney Peterson—writer, San Francisco.
James Broughton, writer, San Francisco.
John and James Whitney—musician, painter, Hollywood.
—Contemporary Americans.

The catalog contains articles by Luis Bunuel, Henry Miller, Oskar Fischinger, John and James Whitney, Maya Deren, Man Ray, and Hans Richter. Hans Richter writes: In the ten years between 1921 and 1931 there developed an independent artistic movement in Cinematography. This movement was called **Avantgarde.** It was the only artistic, independent movement in Cinematography until today. This art movement in film was parallel to such movements in plastic art as Expressionism,, Futurism, Cubism and Dadaism. It was non-commercial, non-represeneational, but international. It included artists from ten countries: Australia, Belgium, England, France, Germany, Holland, Italy, Spain, Sweden and the United States.

NEW RUGS FROM OLD

(Continued from page 17)



A group of Rug Patterns by Mrs. Abbott showing a wide range of textures, color and design.

one's course, and a little practice in working from paper to loom, almost any design can be faithfully reproduced. We have also used a flossa consisting of combined yarn and strips of cloth, which produces a pleasing texture with good body at much less expense than an all-yarn rug.

The type of material and the manner of its use determine the effect of the finished rug. Flossa and well-finished designs in simple weaving are especially appropriate to rooms with modern feeling, but can be made equally suitable for traditional surroundings. In any case, the only real limitation is that of the width of the loom. The twelve-foot loom being an inconvenient house-fellow, most of us must be controlled by the three or four foot width usually available. The result may be used in strips, as any carpeting; in heavy blocks, for example, three-foot squares which are unjoined but held firmly together by their weight and by a rug cushion; or in a series of squares or rectangles hand-sewn together, preferably with weft of each at right angles to the next to produce textural interest.

There is a considerable artistic liability in the extensive possibilities in designs for these rugs, a liability to be offset by the taste of the creator as well as by the obvious effectiveness of simple lines and interesting color. Just as hooked rugs have suffered from the distaste aroused by "designs" including dogs, pansies, and welcome mats, this type of rug is associated with the sleazy "hit and miss" cotton original—a notion readily dispelled by using rugs or samples to show a difference not easily described or understood apart from the finished product.

Our designs, which are done by my husband (who is a potter by vocation and a weaver by avocation) are distinctly modern in feeling, no matter what the inspiration. When the room is not modern, we prefer to get the effect from color and texture rather than from a linear design. Except when working with the freedom which flossa designs allow, we usually plan our sketches in fairly simple patterns of two directions, warp-wise and weft-wise, for reasons of appropriateness to the medium of weaving as well as ease in producing the rug so designed. A second controlling factor is the use of the rug; for example, the design for a hall rug may well incorporate the movement of travel, that for a room-sized rug requires consideration of the furnishings, or it may be a static point of interest such as a hearth rug.

In any case, for the beginner, preliminary samples are highly desirable as a means of determining the finished appearance, success of colors, and the workability and scale of design. The best and most experienced weavers we know are more likely to make samples than the novice, for they are better aware of the hazards of untried ground.

But for either novice or expert weaver the making of these rugs offers opportunity for the expression of one's individual ability in design as well as in execution, and results in a salable product of artistic and practical value.

INDUSTRIAL DESIGN

(Continued from page 16)

design not only obviated this illusion, but successfully retained the non-skid qualities developed by the engineering department.

Change in traditional design for practical purpose finds expression in Raymand Spilman's waffle iron which is square instead of round, thus increasing the usable area, and making it possible to turn out four small waffles for four individual servings. Main feature, however, is the drip edge which, when the waffle mixture runs over, catches the drip without affecting the outside appearance of the iron.

The great common denominators of design in a majority of entries include contours and surfaces that are easy to clean; compactness of form, simplicity of pattern, and an over-all practicality.

Particularly important to objects connected with food is cleanliness. Thus the meat chopper designed by J. M. Little and Associates, with clean flowing forms to eliminate dirt catching crevices and encourage sanitary care.

Safety is another important design factor in the equipment field as demonstrated in the tractor and combine designed by Henry Dreyfuss for maximum safety, visibility and ease of maintenance, with elimination of such hazards as chain drives and exposed gears.

But the appearance of an article still tends to place utility in sales value. Peter Muller-Munk's percolator, designed to sell at the comparatively high retail price of $4.95, so caught public fancy that its sale exceeded all expectations, justifying company retention of design service to develop an entire line of products.

Even scientific instruments can be given wider scope by collaboration of the engineer and the industrial designer as proved by the new electronic stethoscope designed by Harold W. Darr Associates for hard of hearing physicians, but used equally by diagnosticians who find it invaluable in catching low tones not audible in the average instrument.

Panels created by Egmont Arens are of particular interest to students of design, as they trace stages in the development of the work, and also indicate why certain deviations from the traditional have been initiated. A redesigned meat slicer is a case in point. Here streamlining has functional as well as appearance appeal. Arens points to several important steps in the process of redesigning the product. These include elimination of separate castings; installation of the sharpening mechanism as retractable gear inside the motor housing; opening up of the dirt trap under the knife to insure easy wiping; simplification by elimination of enamel and striping in the finish, and the use of glass-hard alumilite as an all-over finish.

A majority of the objects designed or redesigned are eloquent of the important inter-relationship of designer, engineer and manufacturer through whose joint cooperation the customer is being given products whose clean-cut, simple appearance derives from function rather than from ornament.

Space saving, simple surfaces, and cleanliness so essential to airplanes, steamships, trains and buses control design in the transportation field, are exemplified in panels by Brooks Stevens, featuring trains; Donald Deskey, a motor boat; Henry Dreyfuss, Julian G. Everett Associate, ship interiors, and exterior and an entire train form locomotive to lounge; Walter Dorwin Teague, a stratocruiser; Raymond Loewy, private and commercial passenger planes, and Von Doren, Nowland and Schladermundt, the coordinated design program for an air line.

The exhibition, with work by Karl Brocken, Dave Chapman, Francesco Collura, Charles Cruze, E. H. Daniels, Joseph B. Federico, Alexander Girard, Antonin Heythum, C. E. Waltman, and Benjamin L. Webster, will be shown in Detroit, Toledo, Buffalo, Kansas City, Milwaukee, Los Angeles and other large American cities.

February 27 1947

Mr.Frank Stauffacher
Museum of Art
San Francisco.California

Dear Mr Stauffacher:

Early in 1928, Mr.Simon Gould, then manager of the 8th Street Cinema Playhouse in New York offered to give World Wide exploitation to my experimental shorts, including " SKYSCRAPER SYMPHONY " " THE COFFIN MAKER " " LOVE OF ZERO " " LIFE AND DEATH OF A HOLLYWOOD EXTRA "and to that effect I gave him all the negatives and prints that I had.

I regret to say that I have not heard from Mr.Gould since 1929, I have never received any acount of the rentals or sales of my pictures which were shown for years in Europe and, as a matter of fact I do not even know in which laboratory my negatives were stored by Mr.Gould.

Several times during the past twenty years I had some requests similar to yours and I would have been more than happy to loan the prints of these pictures without any charge if I had been able to locate Mr.Simon Gould.If you have a correspondant in New York and if such correspondant might trace and find the negatives of my films I'll be only too glad to have some positive prints made up for you; I always had a certain "tenderness" for these early efforts because I made them for so little (about $100 each) and with such great enthusiasm!

If you do hear anything about them,please do let me know, I should be extremely grateful to you.

Very sincerely Yours

R.Florey

P-S: I must say that I was rather puzzled yesterday when I read in the Hollywood Reporter that you had booked my films and that you were going to show them soon in San Francisco, I was about to write you when your letter forwarded by the Chaplin Studios reached me.

1141 Ayrshire Road
West Los Angeles 24
California.

ARMOUR RESEARCH FOUNDATION
OF ILLINOIS INSTITUTE OF TECHNOLOGY
TECHNOLOGY CENTER, CHICAGO 16

GENERAL OFFICE
35 WEST 33RD STREET

July 31, 1947

Messrs. John and James Whitney
12018 Pacoima Court
North Hollywood, California

Gentlemen:

In Home Movies and again in the San Francisco Museum publication, I have noticed reference to your work on animated sound tracks.

Are you acquainted with the work of Mr. Norman McLaren? (Mr. McLaren and I are writing a paper on the theory of our work.)

Would you please tell me where your films are available.

Very truly yours,

ARMOUR RESEARCH FOUNDATION

Robert E. Lewis

Robert E. Lewis

REL/elk

2622 Lakeview Avenue, Chicago 14, Illinois, Telephone Diversey 0546

August 6, 1948

Mr. Frank Stauffacher
San Francisco Museum of Art
Civic Center
San Francisco, Cal.

Dear Mr. Stauffacher:

Thank you for your letter from August 4. I shall be delighted to send you any films that might be available. The copy of the experimental film "COLOR" made in Metal's photography class was promised for the last week of August. Since I won't need it until later in the coming semester I'd be glad to send it on to you.

Of Moholy's films the following are available now:
Black-white-grey, 16 mm and standard size
Gysies 16 mm and standard size
Life of the Lobster, 16 mm
Marseille, Vieux Port standard size.

All films are silent and I usually accompany them with records. Some of them need treatment for moisture etc. since they were poorly handled as long as they were in storage with the Institute of Design. But I hope to get around having that done before long.

I thought I ~~xxxxxxxxxx~~ should mention to you that I plan being in San Francisco October 14, 15, 16. If it would fit into your program I'd be glad to give a talk on the occasion of showing these films since I made most of them together with Moholy. - I haven't seen Marseille and Gysies in a long time and I don't know how they stand up today but I think they are still interesting in connection with the general problem of avant guarde film production.

As for costs - I don't think I'd charge you any rental since I am very much interested in the work you're doing but I expect you to pay shipping expenses both ways and to cover the films by insurance as long as they are out of my possession. I would however appreciate a copy of your book "art in cinema" which I once saw in Metal's possession but never owned.

I am looking forward to meeting you on my trip in October.
Sincerely, yours

Sibyl Moholy-Nagy

August 22,1947

Robert E. Lewis
Armour Research Foudation
Technology Center
Chicago,Ill.

Dear Mr. Lewis,

Through John and James Whitney we have received your name and address in connection with experimental work with animated sound tracks. We understand that you are collaborating with Mr. Norman McClaren on a paper dealing with this subject.

I trust you are familiar with our efforts here in showing experimental films. We are anxious to hear from you as to whether or not you have films of this character available for rental to our Art in Cinema showings. Also, we would be most grateful if you could put us in touch with Mr. McClaren. His work has been recommended to us many times, but the only thing we've managed to show was a short contained in a Chants Populaires for the Canadian Film Board.

Most sincerely,

Frank Stauffacher

(Sample)

MEMBER

A B C D membership for:
MAY JUNE JULY AUG
SEPT OCT NOV DEC

THE
GARRET FILM and
ART GROUP
1949

Fees are due in advance on third Tuesday of each month. Membership subject to cancellation by pro-rata refund at Director's discretion.

Re Rost. McLaren

ARMOUR RESEARCH FOUNDATION
OF ILLINOIS INSTITUTE OF TECHNOLOGY
TECHNOLOGY CENTER, CHICAGO 16

GENERAL OFFICE
35 WEST 33RD STREET

August 25, 1947

AIR MAIL

Mr. Frank Stauffacher
San Francisco Museum of Art
War Memorial
Civic Center
San Francisco 2, California

Dear Mr. Stauffacher:

I regret that I am not at all familiar with your effort at showing experimental films and, therefore, I would appreciate more information.

Norman McLaren is in Europe at the moment, though he is expected to return in October. Your safest bet in reaching him is as follows:

Mr. Norman McLaren
c/o National Film Board of Canada
8 - 9 Long Acre
London WC-2
England

His home address has been 520 St. Patrick Street, Ottawa, Ontario, Canada.

Several color 16-mm reduction prints of 35-mm drawn-on-film pictures are available through:

International Film Bureau
84 East Randolph Street
Chicago, Illinois

The titles I recall are: "V for Victory", "5 for 4", and "Hen Hop", all of which are lively but dated (Canadian War Certificates).

Norman McLaren has with him now a 35-mm film with a handmade sound track which I believe was made for the Museum of Non-Objective Art some time ago.

I regret that I have nothing but theory to release at this time. My small work was shipped by mistake and lost. I will advise you when more is forthcoming.

Our paper "Synthetic Sound on Film" is one of both theory and practice. We hoped to be able to release it at the next convention of the Society of Motion Picture Engineers but it now appears doubtful.

Very truly yours,

ARMOUR RESEARCH FOUNDATION

Robert E. Lewis -

Robert E. Lewis

REL/elk

Aug 26, 1947

Mr. Robert E. Lewis
Armour Research Foundation
Technology Center
Chicago, Ill.

Dear Mr. Lewis,

Thank you very much for your prompt and interesting reply to my letter. I've written to the International Film Bureau, and I do hope we may include some of Mr. McClaren's shorts on our next series.

Through an oversight on my part, I neglected to answer the Whitney brothers for them. Your original letter had been referred to us. We have been attempting to establish a small circulation library here at the museum, of experimental film work. At the present time we have not arrived at an organized and definite set up, although it would be possible to send you the five completed film experiments of the Whitney's, and, I believe, they are asking $30.00rental for them. However, they did say that they'd be perfectly willing to exchange-loan their films for Mr. McClaren's hand-drawn-sound track; but I see that this is impossible at the present time since he is in England with it.

In your original letter you mentioned having seen their essay in our publication "Art in Cinema". There is little more that I could add re their work, save that it is all on 16mm., color abstractions produced by paper cut-outs manipulated, reshot through an optical printer, with the sound track produced synthetically by a complicated process of pendulums. It is indeed interesting.

Our activities here at the museum in connection with film has been merely in the capacity of providing an outlet - that is, - an audience - for whatever experimental work in cinema we can get hold of. The interest has been overwhelming, indeed, has stimulated many local artists. Of course contemporary work has formed only a part of our film programs, but that is because there is really not much available, at least, at the present time.

I will enclose some literature on past programs, and will

send you the latest announcment, which should be out within a week.

Again, I am most appreciative of your information; thank you very much, and please let me know if I can be of any further assistance to you.

Sincerely yours,

Frank Stauffacher

SCHWEIZERISCHES FILMARCHIV
ARCHIVES CINÉMATOGRAPHIQUES SUISSES
ARCHIVIO CINEMATOGRAFICO SVIZZERO

Telephon 45905
Postcheck V 16962
G/B.

Mr.
Harry E. Smith
Art in Cinema Society
San Francisco Museum of Art
San Francisco /California

BASEL
Stapfelberg 9

4th november 1947.

Dear Mr. Smith,
Please excuse the delay caused in replying to your enquiry for copies of abstract and surrealistic films.

Unfortunately we ourselves are very poorly stocked on such subjects and are ourselves forced borrow such films from foreign institutes.

The institute specialising in surrealistic films and holding doubtlessly the greatest number of such films in Europe is the Cinémathèque Française at Paris.

We ourselves hold only some studies of Fishingers (Nr. 5,7,8,9,10, 11) his "Composition in blue" as well as the "Diagonal Symphony" of Vicking Eggeling.

But maybe you are interested in our exhibition material on the subject "The Film" seen Economigaly, Socially, Artistically, Consisting of 64 boards 90,5 x 128 cm. This exhibition was prepared for some Swiss schows and its public interest was such that the world festival of film in Brussels decided to take it over the same.

The great success of Brussels has induced the Museum of Modern Arts at Amsterdam to arrange for an Exhibition in January. The discription boards were originaly in German and a french translation was added for Brussels. Should you be interested then a second edition in Egnlish could be arranged.

J had the pleasure of discussing this question with Miss Iris Barry of the Museum of Modern Arts at New York who having seen the exhibition could give you her personal impression. Should you be interested may I ask you to contact Miss Barry and maybe some other

organisation in U,S. The material could be shipped to you in 3 packing cases. J expect to hear from you on this question in due course.

Many thanks for programmes you kindly sent and which we found highly interesting. J hope that you will keep us on your mailing list.

It is our pleasure to enclose a copy of our publication "The Film" which is based upon the afor-mentionned exhibition.

Yours sincerly

SCHWEIZERISCHES
FILMARCHIV
Der Sekretär:

Harry Goldschmidt

Dear Sara –

In the Penguin Films Review, no. 5, Jan. 1948 "The Rise and Decline of an Avant-garde" (France) by Jaques B. Brunius. A very good survey and attitude toward the experimental film – deplores the death of avant garde – apparently written without knowledge of the resurgence in the U.S.

In Sight and Sound – Winter 1947/48 – "Presenting Len Lye" by Alberto Cavalcanti – Being a lecture delivered at the Netherlands Historisch Filmarchief – Seminaire des Arts, Brussels. – a lucid article on Britains pioneer abstract experimenter.

"Remembrances of Jean Vigo" by Gyula Zilzer – in Hollywood Quarterly, Winter 1947/48. a personal account of the famous creator of "Zero de Conduit" and "L'Atalante" – certainly experimental films!

The magazine Dance had an article in it's ~~it's~~ on Richter's "Dreams" – but can't remember which.

Jean Cocteau had a wonderful article in the N.Y. Times Sunday magazine section, crying for youth behind the 16 mm. camera, called "Focus on Miracles." – The date: Oct. 24/48

It's too bad you can't go back into 1947 because there's a lot more material that comes to hand it seems.

Frank

P.S. — There was an article in the Nation, July 3, by James Agee, on Cinema 16 — I haven't read it, but I think it worth citing.

SAN FRANCISCO MUSEUM OF ART
CIVIC CENTER SAN FRANCISCO 2, CALIFORNIA

Frank Stanford

Dr. Grace Morley
San Francisco Museum of Art

May 24,1948

Dear Paul,

At last we're trying to gather our heads together for a series in September. I'd appreciate calling upon you again to verify a few addresses that you gave me.

Address of: Cine Classics (for the Vigo films)

Have you heard any more about having DAY OF WRATH reduced to 16mm? I am writing Schaeffer today, at any rate, as per your suggestion.

And of course I'm still anxious to learn more about Vogel's L'AGE D'OR. Anything new on that?

Broughton tell's me he sent you a post card about MOTHER'S DAY. We have had a kind of preview for the cast and friends and it appeared to be quite a hit. It's a good little film. At the moment we're putting a sound track on it.

And once again - where do we get DAWN TO DAWN ?

Many thanks, Paul - and with best wishes,

June 7, 1948

Dear Frank,

Sorry that I have been so long in answering your letter. I am glad that your film "Mother's Day was well received. Below are listed the requests and also a bit of other important information.

"Dawn To Dawn"- Ideal Pictures, Chicago, Ill.
45 min.-

"Zero de Conduite"45 Cine-Classics
"L'Atalante"- 60 min. 117 West 48th Street, NYC.

"Dreams Tha Money Can Buy"- Films International of America

This film is available on 16mm. but the rental is prohibitive. They want $250.00 as a minimum rental for one night showing. Perhaps your group can afford that but I surely cannot.

"Freud Strikes Back" (12 min.) $10.00
"The Vale Of the Purple Butterflies" (9 min) $10.0
Both of the above are available from
Paul Petroff
130 East 109th Street, NYC.

"Emmer & Gras Films" (Italian)
Giotto- 2 films
Bosch- 1 reel
Seinese Battle scenes- 1 reel
Above films deal with these famous works by using regular cutting technique , long shot, medium shots, Clos-ups, to give continuity and animation to a static subject
American European Agency
471 Park Ave, NYC. $10.00 a reel.
(black & white-sound-12min. ea.

"Even As You and I"- satire on experimental & surreal fil filmers- Haven't seen this film yt but I understand it is quite good. Made in 1937 by a local group.

LeRoy Robbins
8543 Lookout Mountain, Los Angeles.

"Light Modulator"- Paper cut-ins- used like mobiles with play of moving lights. Quite good. Japanese music sound track.

Elwood Decker
1711 N. Laurel Ave, Los Angeles

That seems to be the extent of my new material found recently. Hope that it will help you. Should you desire expert analysis of the "Zero de Conduite" I would advise your checking the following articles.

Hollywood Quarterly- April 1947
Article by- Siegreid Kracauer
Sight & Sound- Autumn- 1946
Article by- Roger Manville

Will you please send me stills on your film "Mother's Day" and also ask Peterson to send me stills on "Horror Dream":"No-Credit"- "Ah!Nurture": and "White Rocker Any other workers that are in S.F. please have them send me data and stills for I would like to get my still collection as complete as possible.

Yours sincerely,

Paul

Frank ——

I found these
things in a stock
of things from years
ago. Are they interesting
with a collection
of

PALMER HOUSE

CHICAGO

A HILTON HOTEL

SAN FRANCISCO MUSEUM OF ART
THE MUSEUM OF THE SAN FRANCISCO ART ASSOCIATION
WAR MEMORIAL • CIVIC CENTER • HEMLOCK 2040 • SAN FRANCISCO • CALIFORNIA

WILLIAM W. CROCKER, President
GRACE L. McCANN MORLEY, Director

July 2, 1948

Dear Bill and Dick —

So far we've been pretty immersed in film and things pertaining thereto. But everything is still unsettled insofar as our program goes. The reason for this is that we discovered considerable stuff but have not as yet clinched it all.

First off, I'd like to know if anyone in S.F. — Stone, or the Legion, etc. — have shown the Lucien Emmer and Enrico Gras films or Giotto, Bosch, etc. We've seen them, and they certainly should have a place on our series — at least one of them. But there's no sense booking them if Stone or someone else has them too.

Rosener has Dreams that Money Can Buy distrib. rights on the west coast, and the thing is supposed to open in L.A. sometime next week. However, Richter tells me that he wants me — us — to have something to do with its premiere presentation in S.F. — So he has made an appointment for me with his distributor for next Wednesday. I don't know how this will work

(over)

out yet, since, if Rosenau's right to show it in S.F. at the Clay or anything at any time before October — then again we'd be unwise to have it at some terrific rental fee, when there'd be no escape value attached. We could premiere it on the west coast perhaps — and beat the drums for it in the press — in fact, Richter wants us to handle it because we are the rightful heirs to it on the coast, and we'd give it the proper send off — but how can we do this without mixing up in Rosenau's hair? We'll see next Wednesday.

Tuesday I see the Cinema 16 character Amos Vogel, who claims to have lots of interest for me —

Now as far as the Museum Modern Art is concerned, here is the score:

Aug. 27 —

Noa Fenatic — 5 reels
Window Cleaner — 1 reel
Colour Box (Len Lye) — 1 reel

~~Sept~~ Sept. 3

The Blue Angel — 10 reels

Sept. 10

Swinging the Lambeth Walk — 1 reel

SAN FRANCISCO MUSEUM OF ART
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2/

With the exception of Meilmontant — this is all of interest available at this time from them. I have signed the contract as above, but have held off Meilmontant until I know more about what will happen to Dreams.

In addition, we have Fischinger's film tentatively for Sept. 10 — Light Modulator for Sept. 3. On the fire are: Dawn to Dawn, Racconto Dawn Affresco, Even as you and I (Le Roy Robbins), Francis Lee films, Leonard Stark, and something recommed by Harrington called Monuments of the Past which sounds like a lemon but he swears its wonderful. It's by a German director now in Hollywood. Harrington says he is touchy and rather suspicious, but a letter with the Museum letterhead would vouch for our integrity. I suggest you write him and feel him out, although I myself cannot vouch for the film. His name is Karl JUNGHAUS, 1135 South Oakhurst Drive, L.A. 35.

As you know, Maya Deren is supposed to be finishing her new film by the beginning of

the fall — I shall see her next week also. She's been away the past week. All of our local stuff, such as Broughton's and my own must also be placed — so a lot will depend upon the outcome of this deal with Richter's distributor.

I have met Miss Abramark and find her very fine — and she knows a lot about films. Through her courtesy I've been invited to a number of special showings at the MMA, of new stuff, and borrowed stuff, one of which was Robert Flaherty's new film Louisiana Story — and I met Flaherty. Also Arthur Knight (Rosenheimer) sends regards, and extends all help. He is nicer in his own environment. I have a chance to pummel Dr. Kracauer with questions almost every day since he is working on a new film paper for Unesco, and does his work in the MMA library ~~reading~~ where I spend a lot of time also, going through their very comprehensive collection of film books, notes, periodicals, etc. I have also finally met and talked with Iris Barry; I was beginning to think that she was a fictitious entity. She has wonderful things coming up early next year — Dovzhenko's Earth — etc.

Let me know how things are going. I'll keep writing reports — they should be

SAN FRANCISCO MUSEUM OF ART
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WILLIAM W. CROCKER, President
GRACE L. McCANN MORLEY, Director

3

a pretty full one by next week, at which time it will be necessary to circle as much as possible with a view towards getting together the announcement. Let me know also what further plans, ideas etc. you have cooked up.

As Ever

Frank

My address will henceforth be:

55 East 78th St.
New York 21

Bill: Just received your note — thanks a lot. This letter explains most of the lack of A. in C. letters at the Museum. I guess. Next week will be more definitely telling. Kiss sue.

Frank

SAN FRANCISCO MUSEUM OF ART
War Memorial • Civic Center • San Francisco 2

FRANK STAUFFACHER
55 East 78th St.
New York 21

Air Mail

Richard Foster or
William J. Losh
Art Cinema
San Francisco Museum of Art
War Memorial - Civic Center
San Francisco 2, Calif.

AT 2-8934
3025 24th St
Bill Jaussel

CONSORTIUM DE PRESSE CINÉMATOGRAPHIQUE

2, AVENUE MATIGNON - PARIS 8e

TÉL. : ÉLYS. 13-50 - 12-11

le I9 Aout I948

Monsieur Frank STAUFFACHER

San Francisco Museum of Art

Hemlock 2.040

-:-:-:-

(California).

Dear Sir,

Thank you for you letter of June I2 th and the enclosed information ,

The cinémathèque française has a copy of " l'Age d'Or " . It might agree to send it to you, either directly, or through the Museum of Art in New-York . I am newertheless, inclined to doubt it, knowing the curious administration of this French body .

Why not write directly to Luis Bunuel, c/o Oscar Dancigers, Aguila Films, 43-bis Havre, Mexico City ?

Wishing you every sucess in your enquiries.

Yours sincerely .

The editor
Maurice BESSY .

Cinémonde . CINÉVOGUE . Paris-Hollywood . UNE SEMAINE DE PARIS
PARIS THEATRE . Le FILM FRANÇAIS . Le COURRIER DU CENTRE DU CINÉMA

S. A. R. L. AU CAPITAL DE 50.000 FRS

R. C. SEINE N° 328.811 B

Dear Frank:

The 18th will be fine. Thanks a lot for keeping the stills; will be happy to get them back as since the time I made those have been unable to make any more. Will look forward to receiving the announcement, etc.

Sincerely,

Curtis

C. Harrington
2106 N. Las Palmas
Hollywood 28, Calif.

THIS SIDE OF CARD IS FOR ADDRESS

Mr. Frank Stauffacher

San Francisco Museum of Art

Civic Center

San Francisco, California

2106 North Las Palmas
Hollywood 28, California
January 19, 1948

Dear Frank:

Enclosed is my program note to FRAGMENT OF SEEKING. Of course I don't know whether you'll be needing any, but I am not sending you [redacted] stills as you already have several which I sent you sometime in September, 1947, for the wall show you were planning. Incidentally, if you still have those around someplace I'd appreciate your returning them to me after the 11th.

Will be sure and get the print to you in plenty of time.

Any material that you distribute in regard to these two showings--program notes, announcements, etc.--I should appreciate your sending me copies.

Did you notice our Creative Film Associates ad in the current (January) issue of the Partisan Review? We think it looks quite good.

Sincerely,

Curtis

P.S. I'm sending you a new print of FRAGMENT and so I hope you'll caution the projectionist to be careful, clean the gate, not cinch it, etc... I've had such bad luck so far with prints being almost ruined the first time they're projected (purely through negligence on the part of the projectionist) that I'm trying to bring it to everyone's attention beforehand.

United Publishers Assn., Inc.
30 Winchester Street
Boston 16, Mass.
(Tel. HUbbard 2-3560)

The WORLD *in* BOOKS

(published monthly)

Rate Card No. 2
Effective issue
of Jan. 1948

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PUBLISHED MONTHLY BY UNITED PUBLISHERS ASSOCIATION

NEW YORK OFFICE
16 EAST 43 STREET
VANDERBILT 6-1162

30 WINCHESTER STREET
BOSTON 16, U. S. A.
TELEPHONE HUBBARD 3560

August 20, 1948

134 E 60

San Francisco Museum of Art
Att: Advertising Manager
San Francisco, California

Dear Sir,

ART IN CINEMA edited by Frank Stauffacher received a favorable review in the July issue of THE WORLD IN BOOKS.

The review written as it was by Richard Konikow of Presentation Incorporated coaxed some of our subscribers into purchasing the book, was wasted on others, and left a third group in a state of not knowing what to do.

Like the mother who slaps her child's hand after he ignores her first No, it's up to you to convince the doubters with a reminder.

We think the reminder could logically be a small display ad in our next issue. Repeating the theme of the review in a two inch space would activate the undecided and check some of the normal lagging interest in the book.

Enclosed is our card containing display and classified rates. Perhaps 4 or 5 line in our Classified section under Titles Offered would suit your budget best. Such ads are not as profitable as display but neither are they as expensive---only 15¢ per line.

We would be very happy to hear from you immediately.

Yours sincerely,

Charles Aronson

Charles Aronson
Advertising Manager

CA/ec
Enc.

Frank -
one chance more
fund for this? would
art in cinema be interested?
Bob

Liabilities

Accounts Payable
(Listed in order of payment)

	Non-deferrable accts	Deferrable accts.	Totals	(Previous)
Motion Picture Service	1500 ✓		1500	Films
Herman G. Weinberg	2000		2000	
Maya Deren	2500	2500	5000	
J. & J. Whitney	2500	2500	5000	
Hans Richter	5000		5000	
Sarah Catherine Arledge	2500		2500	
Brandon Films	900		900	
	300 ✓		300	
	450		450	
	2500		2500	
MMA	10% 14600 ✓		146	
	244 ✓		244	
	600 ✓		600	
	4100		4100	
Photo + Sound	377 ✓		377	
Chicago Inst. of Des.	500 ✓		500	
Nemeth Studios	2400 ✓		2400	
S.F.M.A. (325 cats @ .04 ea)	1300		1300	Cats-Postage
Railway Express	322 ✓		322	Express
Walter J. Mann	426 ✓		426	Catalogue
	20434 ✓		20434	
Blake Moffit + Towne	685 ✓		685	
Trade Press	19065 ✓		19065	
	820 ✓		820	
Millerick Co.	38000		38000	
Paul Velgut	2500	2500	5000	Music-U of C
(1) Griffin Bros. (est.)		(1) 76570	76570	Catalogue
Greenwood Press		20000	20000	Cat
Frank Stauffacher		35900	35900	Expenses + cost
Douglas Crockwell		3000	3000	Film
George Leito		20000	20000	½ U.C. wages
	126523	162970	289493	Foam & Society
R-B. Foster		950		Copyrighting

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Pd. 1-3-47 200
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126523
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111838
81652

30186

93739
23674

70065
30186

39879

111838
23674

13512

10249
13169

37664
13512

24152

Reading List -- 3

Museum of Modern Art:

" " " "

Montenegro, Roberto:

San Francisco Museum of Art:

Schmeckebier, L. E.:

Toledo Art Museum:

Violich, Francis:

SOURCES FOR ILLUSTRATIVE MATE

The best available text on ter
Art catalogue of their Latin A
trations, short discussions of
ground. It is not completely

CONTEMPORARY CUBAN PAINTING, pc

Universal Pictures — This series start 4th April end 2nd May.

		Master Expenses	Master Income	Catalogue Expenses	Catalogue Income
Dec	Blake Moffett & Towne			1650	
Feb	Vouchers 2091				6234
	" 2092				5770
	" 2093				3372
	" 2098				1627
	Kirsch & Kaye	3060			
Mar	Pacific Tel & Tel.	80			
	Wahl Harris	246			
	Guarantee Printing			31114	
	Kirsch & Kaye	271			
	Pacific Tel & Tel	315			
	Greenwood Press			4/c 923	
	Guarantee Printing			3588	
	Mackay Radio & Tel.	198			
	California Adv.	2074			
	Western Union	270			
	A & MA Revolving Fund	2667 Pacific Tel & Tel		2683	
	Zukor Refund	600			
	Vouchers 2099				2660
	" 2100		56700		
	" 3151				503
	3152				351
	3153		16784		
	3154		5550		
	3156		14104		
	3157				754
	3158		7700		
Apr	Western Union	754			
	Railway Express	1562			
	Museum of Modern Arts	4100			
	Ted Kenrick Studios	2000			
	Schwabacher Frey			274	
	R B Fagston	11081		11080	
	Oskar Fischinger	10000			
	Western Union	1024			
	Railway Express	3477			
	Vouchers 3159		10750		
	3160				753
	3162		250		
May	A & MA Revolving Fund Zukor refd.	2460			
	" "	813			
	Blake Moffett & Towne			37127	
	Maya Deren			300	
	Eugene Ettinger	2000			
	Film Classics Exchange	3000			

Cash Account

			Main		Catalogue	
			Expenses	Income	Expenses	Income
May	International Heat & Lt.		760			
	Railway Express		1537			
	A.T. Mc Cue		4334			
	Western Union		2000			
	Pacific Gas & Elec		1220			
	Tax	3165	1479			400
		3169				200
		3170				400
		3171				200
			816 57	1118 38	937 39	2300 77
Mar 8	Brandon Films		300			
	Blake Moffitt & Towne				685	
	Institute of Design		500			
	Museum Modern Art		600			
	Walter Mann Co				20860	
	Museum Modern Art		14600			
	Motion Picture Service		1500			
	Museum Modern Art		244			
	Ted Nemith Studios		2400			
	Photo & Sound		377			
	Railway Express		342			
	Trade Publications				1906	820
			10249		1351	69

2.9142
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47581

				Dr.	Cr.	Bal.
		Balance as per Art Museum Purchase Fund c/c - Art in Cinema Dec. 31, 1946				47571
1947						
JAN	2	Art in Cinema (#2085)	300			
		Less amusement tax paid by Museum	50	250		
	15	Pacific Tel + Tel			1145	
	"	Telmosound Library			300	
	16	Western Union			434	
	22	S.F.M.A. Revolving Fund			500	
	28	S.F.M.A. General Fund			1549	
	29	Blake Moffett + Towne			6650	×
		Western Union			113	
		Ronald Chamber			2021	× (?)
		Patterson + Hall			149	×
				(250)	12861	(12611)
						34970
Feb	5	Art in Cinema (#2091)	6368			
		Less Sales Tax paid by Museum	134	6234		×
	13	Art in Cinema (#2097)	5867			
		Less Sales Tax paid by Museum	147	5720		×
	21	Art in Cinema (#2093)	3456			
		Less Sales Tax paid by Museum	84	3372		×
	28	Art in Cinema E. Hamilton (#2098) E. Hamilton	1664			
		Less Sales Tax paid by Museum	37	1627		×
				16953		
	17	Hirsh + Kaye			3060	
						48863
Mar	7	E. Hamilton - Catalogue (#2099)	2714			
		Less Sales tax paid by Museum	54	2660		×
	12	E. Hamilton - Tickets (#3100)	69840			
		Less Amuse Tax paid by Museum	13140	56700		
	13	E. Hamilton - Catalogue (#3151)	516			
		Less Sales tax paid by Museum	13	503		×
	17	E. Hamilton - Catalogue (#3152)	355			
		Less Sales tax	04	351		×
	17	E. Hamilton - Tickets (#3153)	20140			
		Less Amuse Tax	3356	16784		
	17	E. Hamilton - Tickets (#3154)	6660			
		Less Amuse Tax	1110	5550		
	6	Pacific Tel & Tel			80	
	21	Ward Harris Co			246	
		Brendon Films			100	
		Guaranty Painting + Litho			31112	×
		Hirsh + Kaye			271	
		Pac Tel + Tel			315	
				87548	37126	

1947		Mem 1947 Fund	DR	CR	BAL
			85458	32176	48463
MAR 27	E. Hamilton - Tickets (#3156)	16925			
	Less Amus Tax	2821	14104		
28	E. Hamilton - Catalogue (#3157)	773			
	Less Sales Tax	19	754 x		
	E. Hamilton - Tickets (#3158)	9240			
	Less Amus Tax	1540	7700		
31	The Greenwood Press (40¢)			923 x	
	Guaranty Printing & Litho			3588 x	
	Mackay Radio & Tel Co			198	
	Calif Adat Service (40¢)			20744	
	Western Union			270	
	S.F.M.A. Revolving Fund			2683 x	
	" " " Ticket Refund			600	
	Pac Tel & Tel			2267	
		(T-100828) (C- 4268)	105106	63399	90570
APR 14	E. Hamilton - Tickets (#3159)	12900			
	Less Amus Tax	2150	10750		
	E. Hamilton - Catalogue (3160)	772			
	Less Sales Tax	19	753 x		
22	E. Hamilton - (3162)	300			
	Less Amus Tax	50	250		
10	Western Union			754	
18	Railway Express			1562	
—	Museum of Modern Art			4100	
	Ted Nemeth Studio			2000	
	Schwabacher-Frey Co			274 x	
	R.B. Foster			22161 x → (1080) x	
	Oskar Fischinger			10000	
	Western Union			1024	
29	Railway Express Agency			3477	
			11753	45357 x	56971

1947			DR	CR	BAL
					56971
MAY 9	E. Hamilton - Catalogue (#3165) (Foreign Book Fund) Tax Exempt	400	✓ 400 x		
27	E. Hamilton (#3169)	206			
	Less Sales Tax	06	✓ 200 x		
26	Museum of Modern Art - Catalogue (3170) Tax Exempt	400	✓ 400 x		
29	Desk Sales - Catalogue	715			
	Less Sales Tax	15	✓ 700 x		
12	(Bill 4/30) S.F.M.A. Revolving Fund			3273	
	Blake-Moffett & Towne			37127 x	
	Maga Dean			300 x (?)	
	Evelyn Etting			2000	
	Film Classic exchange			3000	
	International Theo + Ed Corp			760	
	Railway Express Agency			1587	
29	Railway Express Agency			4334	
	S.F.M.A. - General Fund			2000	
27	Western Union			1220	
29	S.F.M.A. - Revolving Fund			25	
	✓ - General Fund (phone bill)			1454	
			1700	57030	16641
JUN 5	Desk Sales - Catalogue (#3173)	824			
	Less Sales tax	24	800		
5	University of Calif - Movie (#3174) 44.0 paid tax		108168		
5	E. Hamilton - Catalogue (#3175)	1711			
	Less Sales tax	15	1196		
		2074	110164		111805

Balance - cash on hand 111805

(117783)

Accounts Payable

			Invoice			Deferrable
1947						
Apr 4	Brandon Films	×	19 00			—
11	"	×	3 00			—
d ½	Derew		50 00			25
d ½	Whitney	×	50 00	(Billed to UC @ 100 00)		25
	Richter		50 00			—
	Museum of Modern Art		146 00			—
d	Crockwell		30 00			30
	Paul Velguth		50 00			25
Apr 18	Brandon Films	×	4 50			—
25	"	×	25 00			—
June 5	Herman G. Weinberg	×	20 00	"Showing Autumn Fire"		—
	Blake-Moffett & Towne		6 85	× Catalogue		—
	Walter J. Mann		204 34	× Cuts - catalogue		—
	Trade Press		190 65	× Catalogue		—
	"		8 20	"		
d	Griffin Bros (est.)		765 70	× " (est)		800 —
d ½	Greenwood Press		200 00	Typography & copyright		200 00
d ½	Miss Arledge	×	50 00	Film rental		25 —
	Museum of Modern Art 7 00 10 00	×	41 00	Film Rental (total 87 00 - 41 00 paid 4/18/47)		
	Old Nemeth Studio	×	24 00			
	Institute of design	×	5 00			
			1767 54			
	Frank Stauffacher	×	359 00			359 —
	Willerich		21 76 50 38 00	Binding - catalogue		105
	George Leite		200 —			200 —
	Walter J. Mann		4 26	×		
	Railway Express		3 22			
	Photo + Sound		3 77			
	Museum Modern Art		2 44			
	"		6 00			
	Motion Picture Service		15 00			
	accts Payable Total		2906 93	(+25.00 post. est.)		1689 00
	Less deferrable accts.					
	Non-deferrable accts.					
	Less cash on hand		1118 05			
	Total - R. B. Foster		1588			

			Pay.	1265 23
Assets - 1400 cats. @ 1.33 ea.		1866 66	Def.	1629 70
Due - U. of C.		500 00	Tot	2894 93
Cash on hand		1118 05		
Due - George Leite (200 @ 1.00)		200 00		1265 23
Due - ? (100 1.20)		120 00	Cash	1177 33
Due - Pat Woell Gal. (3 @ 1.20)		3 60		87 90
Due - Consignment (5 @ 1.20)		6 00		
		3515 31		
add Foster - copyright	1 50			
R.R. Express	1 07			
SF Museum - mail	14 00	87		

Cost in Quinua

		Masis		Catalagus	
		Expense	Income	Expense	Income
Jan	Blake Moffitt & Towne			66 50	
	Voucher 2091				62 34
	2092				57 20
	2093				33 72
	2098				16 27
	Hirsch & Kaye	30 60			
Mar	Pacific Tel & Tel	80			
	Ward Haven	2 46			
	Guarantee Printing			311 14	
	Hirsch & Kaye	2 71			
	Pacific Tel & Tel	3 15			
	Redwood Press			9 23	
	Guarantee Printing			35 88	
	Markay Radio & Tel	1 98			
	California Adv.	207 44			
	Western Union	2 70			
	Pacific Tel & Tel	22 67			
	S.F.M.A. Revolving Fund			26 88	
	Tickets refund	6 00			
	Voucher 2099				26 60
	2100		567 00		
	3151				5 03
	3152				3 51
	3153		167 84		
	3154		55 50		
	3156		141 04		
	3157				7 54
	3158		77 00		
Apr.	Western Union	7 54			
	Railway Express	15 62			
	Museum Modern Art	41 00			
	Ted Nemeth Studios	20 00			
	Schmadeke Prog			2 74	
	R B Fortin	110 81		110 80	
	Oskar Fischinger	100 00			
	Western Union	10 24			
	Railway Express	34 77			
	Voucher 3159		107 50		
	3160				7 53
	3162		2 50		
	S.F.M.A. Revolving Fund-Tickets refund	24 60			
		8 13			
	Blake Moffitt & Towne	32 73		371 27	
	Moga Drum			30 00 (?)	
	Emden Ellzey	20 00			

Cash Income

		Mass Expense	Mass Income	Catalogue Expense	Catalogue Income
May	Film Classics Exchange	3000			
	International Theatrical Sales	760			
	Railway Express	1537			
	"	4332			
	17 MM circulating fan	2000		Total Income 1355.17	
	Western Union	1220		Expense 2376.64	
	Pacific Tel & Tel	1479		1021.47	
	Voucher 3165				400
	3169				200
	3170			39877	400
	3171				700
		816.57	1118.38	937.39	2367.47
					1796
Mar 8	Brandon Films	300			25690
	Blake Moffitt & Towne			685	
	Institute of Design	500			
	Museum Modern Art	600			
	Walter Mann Co			20860	
	Museum Modern Art	17600			
	Motion Picture Service	1500			
	Museum Modern Art	244			
	Ted Nemick Studios	2100			
	Slats & Sound	377			
	Railway Express	322			
	Trade Publications			19065	
				820	
		102495		135169	

20843
41430
62273

Cash Income

To date →	25670
Accts. Rec.	23100
Inv 1400 @ 1.33	186666
	235436

2906.93
62293
3784.70

Art in Cinema
1948 Series

					(805.41)
			Dr	Cr.	
1948					
Aug	Tickets			147640	
	Express		1740		
	Film Rental	MoMa	4150		
	Mailing & Memos		36-		
	Tape		635		
	Express		4129		
	Catalogs		3891		
	Misc.		39		
	Supplies		562		
	Refund	Rental Receipts	900		177997
Sept	Man Ray		100-		
	Printing	Hammond Press	16182		
	Rental	Lutfants	40-		
		MoMa	4150		
	Telegrams		638		
	Express		5240		
	Tickets			148875	102657
	Rental	7.13	553		
		Cinema 16	20-		
			3-		
			15-		
			60-		
			70411	162515	97304

THE MUSEUM OF MODERN ART FILM LIBRARY

No. 26

(make checks payable to The Museum of Modern Art, 11 West 53 St., New York 19, N. Y.)

A schedule of prints to be supplied by the Museum of Modern Art Film Library

to SAN FRANCISCO MUSEUM OF ART

for exhibition by it only at SAN FRANCISCO, CALIFORNIA

and only on the dates hereinafter specified, pursuant to the terms and conditions on the back hereof:

Series and Program	TITLE OF PRINTS	No. of Reels	Width	Silent or Sound	Date	Rental Fee
III-6	THE ITALIAN STRAW HAT	8	16mm	silent	April 4, 1947	$15.00
	JOIE DE VIVRE	1	"	sound	"	$ 2.00
III-4	Lumiere Films	½	"	silent	April 11, 1947	$15.00
	THE RUNAWAY HORSE	½	"	"		
	FANTOMAS	5	"	"		
	THE CRAZY RAY	4	"	"		
	THREE FRENCH FILM PIONEERS WHENCE DOES HE COME) SCENSES OF CONVICT LIFE) SLIPPERY JIM) A FATHERS HONOR) FUN AFTER THE WEDDING)	3	"	"	"	$10100
	THE PUMPKIN RACE) UNE DAME VRAIMENT BIEN) JOYEUX MICROBES) LE PEINTRE NEO-IMPRESSIONISTE)	2	"	"	"	
	ONESIME HORLOGER	1	"	"	"	
VII-5	ARSENAL	7	"	"	April 18, 1947	$15.00
	~~RAIN~~	1	"	"	"	~~$ 2.00~~
VII-3	THE CLOAK	4	"	"	May 2, 1947	$15.00
	BY THE LAW	6	"	"		

4.00 paid 4/18/47

IMPORTANT—*Fill in shipping instructions.*

TOTAL $74.00

SHIP FILM TO:

SHIP MUSIC TO:

SHIP PROGRAM NOTES TO:

NUMBER OF PROGRAM NOTES REQUIRED

LICENSE, dated this 26th day of Feb., 19 47 between the MUSEUM OF MODERN ART and/or the MUSEUM OF MODERN ART FILM LIBRARY CORPORATION, a New York Corporation (hereinafter sometimes referred to as Sub-Licensor), party of the first part, and

SAN FRAN CISCO MUSEUM OF ART

(hereinafter sometimes referred to as Sub-Licensee), party of the second part:

WHEREAS the Sub-Licensor has assembled and is now assembling, pursuant to non-exclusive, revocable licenses to it under copyright and/or otherwise a library of prints and/or films of motion pictures of outstanding artistic and historical interest, dating from the early days of the motion picture art and is willing to make available to the Sub-Licensee, for educational purposes only and on the terms and conditions hereinafter set forth and/or referred to prints of either some or all of such motion pictures: and

WHEREAS the Sub-Licensee is desirous of obtaining the non-exclusive, revocable right to exhibit, for educational purposes and subject to said terms and conditions, prints of such of said motion pictures as are designated on the reverse side.

NOW, THEREFORE, it is hereby understood and agreed as follows:

FIRST: The Sub-Licensor hereby grants to the Sub-Licensee, and the Sub-Licensee hereby accepts, several and non-exclusive revocable licenses to exhibit at the place and on the dates specified on the reverse side, prints of said motion pictures designated on this license. All prints of all the motion pictures to be exhibited hereunder by the Sub-Licensee on any one date, are hereinafter and/or on this license sometimes collectively referred to as a program or programs.

SECOND: The Sub-Licensee hereby agrees to pay to the Sub-Licensor, and the Sub-Licensor hereby agrees to accept, as a license fee for all of the programs hereunder sub-licensed and furnished to the Sub-Licensee, the sum, as specified on the reverse side,

of seventy four dollars ($ 74.00), lawful money of the United States of America, Fifty Per Cent (50%) of which shall be paid to the Sub-Licensor at its offices in New York City, New York before the shipment by it of the first program to be shipped hereunder and the remaining Fifty Per Cent (50%) of which shall be paid before the shipment by it of the 2nd program hereunder, it being understood and agreed that all shipments to the Sub-Licensee hereunder shall be sent "Collect".

THIRD: The Sub-Licensee hereby agrees to return to the Sub-Licensor (through the same media of shipment employed by the Sub-Licensor in shipping them and in the same order and condition as delivered to the Sub-Licensee, reasonable wear due to proper use excepted, shipping charges prepaid) all programs and the containers in which they were shipped within fifteen hours after the last exhibition of the respective programs hereunder by the Sub-Licensee. The Sub-Licensee hereby further covenants and agrees forthwith to pay the Sub-Licensor for all loss of, and/or damage if any, done to, each of said prints, after the receipt thereof by the Sub-Licensee, the sum per linear foot necessary to actually replace any such lost or damaged footage of prints.

FOURTH: The Sub-Licensee hereby expressly covenants and agrees, as a special inducement to the Sub-Licensor to execute and deliver this License and to deliver the programs to be hereunder provided, that the exhibitions of said programs by and/or through the Sub-Licensee will be for educational purposes only and not in any event for commercial purposes and/or profit; and that admission fees, as such (as distinguished from fees charged for bona-fide memberships and/or enrollments in college, museum and/or similar educational courses, whose members thereby become qualified to attend such exhibitions) shall never be charged or permitted to be paid at the door or otherwise, in advance or afterwards, for the right to attend either (a) single exhibitions or (b) a series of such exhibitions. In the event that the Sub-Licensee shall breach the foregoing covenant and agreement the Sub-Licensor shall have the right, at any time thereafter, to terminate this License and all rights hereunder forthwith shall revert to the Sub-Licensor upon written notice to the Sub-Licensee of such termination. One or more failures on the part of the Sub-Licensor to exercise said right of termination shall not be deemed to be a continuing waiver of said right of termination by the Sub-Licensor. It is further hereby expressly covenanted and agreed and declared to be of the essence of this License that this License shall always be subject and subordinate to all of the terms, conditions and/or other provisions of the respective agreements between the Sub-Licensor and its respective Licensors from which said programs may be acquired by the Sub-Licensor, copies of which agreements are and will be kept on file in the office of the Secretary of the Sub-Licensor at 11 West 53rd Street, New York City, New York, or any subsequent business address of said Secretary, and shall be available there for personal inspection at all reasonable times by a duly authorized representative of the Sub-Licensee, upon request in writing.

FIFTH: The Sub-Licensee further covenants and agrees that the aggregate of all income directly or indirectly accruing to the Sub-Licensee (whether through class enrollment or membership fees, subscriptions paid to the Sub-Licensee and/or otherwise) from and/or in connection with said exhibitions, in excess of the cost and expenses (including said license fee hereinbefore specified to be paid to the Sub-Licensor) incurred by the Sub-Licensee in connection with said exhibitions shall be divided into two (2) equal parts, one of which shall be paid over by the Sub-Licensee to the Sub-Licensor, within thirty (30) days after the last exhibition of the last program to be exhibited by the Sub-Licensee hereunder, which part shall belong to the Sub-Licensor, its successors and assigns, absolutely and forever, for use as the Sub-Licensor may see fit in or in connection with developing, preserving, furthering and/or extending the activities of the Sub-Licensor and/or its said film library. The Sub-Licensee hereby further covenants and agrees that said other part of said excess income shall be retained by the Sub-Licensee and used by it only for the purposes of acquiring motion picture equipment and/or furthering library, museum, research and/or student theatre work, and/or for such other purposes as may be consented to in writing, in advance, by the Sub-Licensor.

SIXTH: It is specifically covenanted and agreed and made of the essence hereof that this License shall be terminable at any time, with or without cause, by the Sub-Licensor and that the Sub-Licensor, at all times, with or without cause, shall have the right to withdraw any one and/or more of the prints herein provided for—largely, but not solely, because similar conditions are imposed upon the Sub-Licensee by the provisions of some or all of its respective agreements with its said Licensors, due in part to the following facts: The highly specialized nature of the motion picture industry is such that there arises the occasional necessity of exercising emergency protection over copyright material and/or other property interests involved. Therefore, although said industry is friendly toward and interested in, and is anxious and willing and has undertaken to cooperate with, activities of the type contemplated by this License, such activities, nevertheless, could not be carried on by the Sub-Licensor or generously fostered by said industry unless said rights of termination were so reserved. Because said Licensors of the Sub-Licensor have assured the Sub-Licensor of their intention and willingness to cooperate as fully as they consistently can with the intention of the Sub-Licensor to supply substitute prints, as hereinafter expressed in the remainder of this paragraph, the Sub-Licensor hereby expresses its intention (in the event that said right of termination, and/or of withdrawal of one or more of the prints hereunder shall be exercised by the Sub-Licensor due to any exigencies and/or emergencies which may so dictate to the Sub-Licensor) of (a) endeavoring so far as it consistently can to supply the Sub-Licensee with substitute prints of other available motion pictures to replace prints which may be withdrawn hereunder; or (b) of repaying to the Sub-Licensee a pro-rata share of the entire license fee to be paid to the Sub-Licensor hereunder.

SEVENTH: Notwithstanding anything in this License contained, it is hereby specifically covenanted and agreed and made of the essence hereof that a condition precedent to the right of exhibition of the prints hereunder shall be that, in each instance, the place of such exhibition and/or the proprietor thereof and/or the Sub-Licensee shall have in advance thereof a valid and subsisting written license and/or consent from whatever persons, firms and/or corporations licenses and/or consents may be required concerning the use of sound and/or sound equipment in and/or in connection with such exhibition, and from the authors, copyright proprietors, performing rights societies and/or others having jurisdiction over the performances of any musical compositions which may be performed therein and/or in connection therewith.

EIGHTH: The Sub-Licensee hereby covenants and agrees to keep a careful and detailed attendance record of each exhibition hereunder and to mail a copy thereof to the Sub-Licensor forthwith following each such exhibition.

NINTH: The Sub-Licensee hereby covenants and agrees with the Sub-Licensor that it will forthwith notify the Sub-Licensor of any claims asserted against the Sub-Licensee because of any alleged infringement and/or violation by the programs of any common-law rights, copyright, literary, dramatic, musical, patent, trade-mark and/or any other rights.

TENTH: This License constitutes the entire agreement between the parties hereto and shall not be modified except in writing and shall not be deemed or construed to be a partnership agreement or to constitute a joint venture between the parties hereto.

ELEVENTH: This License, however, shall be deemed to have been entered into in, and shall be construed in accordance with the laws of, the State of New York, United States of America.

IN WITNESS WHEREOF, the parties hereto have duly executed this License as of the day and year above written.

THE MUSEUM OF MODERN ART
and/or
MUSEUM OF MODERN ART FILM LIBRARY CORPORATION

By Iris Barry per Iris
Vice-President.

SAN FRANCISCO MUSEUM OF ART

By

THE MUSEUM OF MODERN ART FILM LIBRARY

No. 27

(make checks payable to The Museum of Modern Art, 11 West 53 St., New York 19, N. Y.)

A schedule of prints to be supplied by the Museum of Modern Art Film Library

to SAN FRANCISCO MUSEUM OF ART

for exhibition by it only at SAN FRANCISCO, CALIFORNIA

and only on the dates hereinafter specified, pursuant to the terms and conditions on the back hereof:

Series and Program	TITLE OF PRINTS	No. of Reels	Width	Silent or Sound	Date	Rental Fee
	MELIES PROGRAM					
	THE CONJURER)	1	16mm	silent	April 25, 1947	$10.00
	A TRIP TO THE MOON)					
	THE PALACE OF THE ARABIAN NIGHTS	2	"	"		
	THE DOCTOR'S SECRET	1	"	"		
	THE CONQUEST OF THE POLE	1	"	"		

IMPORTANT—*Fill in shipping instructions.*

TOTAL $10.00

SHIP FILM TO:

SHIP MUSIC TO:

SHIP PROGRAM NOTES TO:

NUMBER OF PROGRAM NOTES REQUIRED

LICENSE, dated this 13th day of March, 1947, between the MUSEUM OF MODERN ART and/or the MUSEUM OF MODERN ART FILM LIBRARY CORPORATION, a New York Corporation (hereinafter sometimes referred to as Sub-Licensor), party of the first part, and

SAN FRANCISCO MUSEUM OF ART

(hereinafter sometimes referred to as Sub-Licensee), party of the second part:

WHEREAS the Sub-Licensor has assembled and is now assembling, pursuant to non-exclusive, revocable licenses to it under copyright and/or otherwise a library of prints and/or films of motion pictures of outstanding artistic and historical interest, dating from the early days of the motion picture art and is willing to make available to the Sub-Licensee, for educational purposes only and on the terms and conditions hereinafter set forth and/or referred to prints of either some or all of such motion pictures: and

WHEREAS the Sub-Licensee is desirous of obtaining the non-exclusive, revocable right to exhibit, for educational purposes and subject to said terms and conditions, prints of such of said motion pictures as are designated on the reverse side.

NOW, THEREFORE, it is hereby understood and agreed as follows:

FIRST: The Sub-Licensor hereby grants to the Sub-Licensee, and the Sub-Licensee hereby accepts, several and non-exclusive revocable licenses to exhibit at the place and on the dates specified on the reverse side, prints of said motion pictures designated on this license. All prints of all the motion pictures to be exhibited hereunder by the Sub-Licensee on any one date, are hereinafter and/or on this license sometimes collectively referred to as a program or programs.

SECOND: The Sub-Licensee hereby agrees to pay to the Sub-Licensor, and the Sub-Licensor hereby agrees to accept, as a license fee for all of the programs hereunder sub-licensed and furnished to the Sub-Licensee, the sum, as specified on the reverse side, of ten dollars ($10.00), lawful money of the United States of America, Fifty Per Cent (50%) of which shall be paid to the Sub-Licensor at its offices in New York City, New York before the shipment by it of the first program to be shipped hereunder and the remaining Fifty Per Cent (50%) of which shall be paid before the shipment by it of the program hereunder, it being understood and agreed that all shipments to the Sub-Licensee hereunder shall be sent "Collect".

THIRD: The Sub-Licensee hereby agrees to return to the Sub-Licensor (through the same media of shipment employed by the Sub-Licensor in shipping them and in the same order and condition as delivered to the Sub-Licensee, reasonable wear due to proper use excepted, shipping charges prepaid) all programs and the containers in which they were shipped within fifteen hours after the last exhibition of the respective programs hereunder by the Sub-Licensee. The Sub-Licensee hereby further covenants and agrees forthwith to pay the Sub-Licensor for all loss of, and/or damage if any, done to, each of said prints, after the receipt thereof by the Sub-Licensee, the sum per linear foot necessary to actually replace any such lost or damaged footage of prints.

FOURTH: The Sub-Licensee hereby expressly covenants and agrees, as a special inducement to the Sub-Licensor to execute and deliver this License and to deliver the programs to be hereunder provided, that the exhibitions of said programs by and/or through the Sub-Licensee will be for educational purposes only and not in any event for commercial purposes and/or profit; and that admission fees, as such (as distinguished from fees charged for bona-fide memberships and/or enrollments in college, museum and/or similar educational courses, whose members thereby become qualified to attend such exhibitions) shall never be charged or permitted to be paid at the door or otherwise, in advance or afterwards, for the right to attend either (a) single exhibitions or (b) a series of such exhibitions. In the event that the Sub-Licensee shall breach the foregoing covenant and agreement the Sub-Licensor shall have the right, at any time thereafter, to terminate this License and all rights hereunder forthwith shall revert to the Sub-Licensor upon written notice to the Sub-Licensee of such termination. One or more failures on the part of the Sub-Licensor to exercise said right of termination shall not be deemed to be a continuing waiver of said right of termination by the Sub-Licensor. It is further hereby expressly covenanted and agreed and declared to be of the essence of this License that this License shall always be subject and subordinate to all of the terms, conditions and/or other provisions of the respective agreements between the Sub-Licensor and its respective Licensors from which said programs may be acquired by the Sub-Licensor, copies of which agreements are and will be kept on file in the office of the Secretary of the Sub-Licensor at 11 West 53rd Street, New York City, New York, or any subsequent business address of said Secretary, and shall be available there for personal inspection at all reasonable times by a duly authorized representative of the Sub-Licensee, upon request in writing.

FIFTH: The Sub-Licensee further covenants and agrees that the aggregate of all income directly or indirectly accruing to the Sub-Licensee (whether through class enrollment or membership fees, subscriptions paid to the Sub-Licensee and/or otherwise) from and/or in connection with said exhibitions, in excess of the cost and expenses (including said license fee hereinbefore specified to be paid to the Sub-Licensor) incurred by the Sub-Licensee in connection with said exhibitions shall be divided into two (2) equal parts, one of which shall be paid over by the Sub-Licensee to the Sub-Licensor, within thirty (30) days after the last exhibition of the last program to be exhibited by the Sub-Licensee hereunder, which part shall belong to the Sub-Licensor, its successors and assigns, absolutely and forever, for use as the Sub-Licensor may see fit in or in connection with developing, preserving, furthering and/or extending the activities of the Sub-Licensor and/or its said film library. The Sub-Licensee hereby further covenants and agrees that said other part of said excess income shall be retained by the Sub-Licensee and used by it only for the purposes of acquiring motion picture equipment and/or furthering library, museum, research and/or student theatre work, and/or for such other purposes as may be consented to in writing, in advance, by the Sub-Licensor.

SIXTH: It is specifically covenanted and agreed and made of the essence hereof that this License shall be terminable at any time, with or without cause, by the Sub-Licensor and that the Sub-Licensor, at all times, with or without cause, shall have the right to withdraw any one and/or more of the prints herein provided for—largely, but not solely, because similar conditions are imposed upon the Sub-Licensee by the provisions of some or all of its respective agreements with its said Licensors, due in part to the following facts: The highly specialized nature of the motion picture industry is such that there arises the occasional necessity of exercising emergency protection over copyright material and/or other property interests involved. Therefore, although said industry is friendly toward and interested in, and is anxious and willing and has undertaken to cooperate with, activities of the type contemplated by this License, such activities, nevertheless, could not be carried on by the Sub-Licensor or generously fostered by said industry unless said rights of termination were so reserved. Because said Licensors of the Sub-Licensor have assured the Sub-Licensor of their intention and willingness to cooperate as fully as they consistently can with the intention of the Sub-Licensor to supply substitute prints, as hereinafter expressed in the remainder of this paragraph, the Sub-Licensor hereby expresses its intention (in the event that said right of termination, and/or of withdrawal of one or more of the prints hereunder shall be exercised by the Sub-Licensor due to any exigencies and/or emergencies which may so dictate to the Sub-Licensor) of (a) endeavoring so far as it consistently can to supply the Sub-Licensee with substitute prints of other available motion pictures to replace prints which may be withdrawn hereunder; or (b) of repaying to the Sub-Licensee a pro-rata share of the entire license fee to be paid to the Sub-Licensor hereunder.

SEVENTH: Notwithstanding anything in this License contained, it is hereby specifically covenanted and agreed and made of the essence hereof that a condition precedent to the right of exhibition of the prints hereunder shall be that, in each instance, the place of such exhibition and/or the proprietor thereof and/or the Sub-Licensee shall have in advance thereof a valid and subsisting written license and/or consent from whatever persons, firms and/or corporations licenses and/or consents may be required concerning the use of sound and/or sound equipment in and/or in connection with such exhibition, and from the authors, copyright proprietors, performing rights societies and/or others having jurisdiction over the performances of any musical compositions which may be performed therein and/or in connection therewith.

EIGHTH: The Sub-Licensee hereby covenants and agrees to keep a careful and detailed attendance record of each exhibition hereunder and to mail a copy thereof to the Sub-Licensor forthwith following each such exhibition.

NINTH: The Sub-Licensee hereby covenants and agrees with the Sub-Licensor that it will forthwith notify the Sub-Licensor of any claims asserted against the Sub-Licensee because of any alleged infringement and/or violation by the programs of any common-law rights, copyright, literary, dramatic, musical, patent, trade-mark and/or any other rights.

TENTH: This License constitutes the entire agreement between the parties hereto and shall not be modified except in writing and shall not be deemed or construed to be a partnership agreement or to constitute a joint venture between the parties hereto.

ELEVENTH: This License, however, shall be deemed to have been entered into in, and shall be construed in accordance with the laws of, the State of New York, United States of America.

IN WITNESS WHEREOF, the parties hereto have duly executed this License as of the day and year above written.

THE MUSEUM OF MODERN ART
and/or
MUSEUM OF MODERN ART FILM LIBRARY CORPORATION

By ..... Vice-President.

SAN FRANCISCO MUSEUM OF ART

By .....